

EXHIBIT 15

DocuSign Envelope ID: 71743902-6489-4F47-AED5-4804D8AC29BF

MASTER SERVICES AGREEMENT ORDER # 1

This Order, including the terms and conditions hereunder, incorporates by reference the terms of the Master Services Agreement dated as of July 9, 2021 (the “**Agreement**”) between Provider and Client (as defined below). If any terms of this Order conflict with the terms of the Agreement, the terms of this Order shall govern with respect to this Order. Capitalized terms used but not defined in this Order shall have the meanings ascribed in the Agreement.

Commencement Date:	November 15, 2021 and December 15, 2021 with respect to the October 2021 and November 2021 Units, respectively.		
Facility:	Provider Facility as determined by Provider.		
Equipment hosted**:	Manufacturing Batch Month	Quantity & Type of Unit (the “Units”)	Assumed power consumption per Unit (KWh):
	October 2021	1,805 S19j PRO (100TH)	3.098
	November 2021	1,300 S19j PRO (100TH)	3.098
Hosting-Services Rate:	USD \$.0575 / KWh		
Payment Due Prior to Installation:	<p>USD \$6,833,759.45 on or before July 16, 2021 consisting of:</p> <ul style="list-style-type: none"> • 25% (\$4,104,100.70) installment for October 2021 Units • 25% (\$2,729,658.75) installment for November 2021 Units <p>USD \$10,778,363.23 on or before July 16, 2021 consisting of:</p> <ul style="list-style-type: none"> • 35% (5,745,740.98) installment for October 2021 Units • 35% (3,821,522.25) installment for November 2021 Units • \$704,040.00, a 3-month prepayment for October 2021 Units to be applied as a credit against future monthly invoices for hosting services as they become due. • \$507,060.00, a 3-month prepayment for November 2021 Units to be applied as a credit against future monthly invoices for hosting services as they become due. <p>USD \$7,715,709.32 on or before August 26, 2021 consisting of:</p> <ul style="list-style-type: none"> • \$1,149,148.20, estimated 7% tax for October 2021 Units • Remaining 40% installment (\$6,566,561.12) for October 2021 Units <p>USD \$5,131,758.45 on or before September 24, 2021 consisting of:</p> <ul style="list-style-type: none"> • \$764,304.45, estimated 7% tax for November 2021 Units • Remaining 40% installment (\$4,367,454.00) for November 2021 Units 		
Estimated Delivery Date:	<p>November 15, 2021 for October Units and December 15, 2021 for November Units,</p> <p>Provider to notify Client as soon as reasonably possible in advance if Units will not be delivered by this date. Provider may terminate this Order if substantially all the Units are not delivered within 60 days of the Estimated Delivery Date.</p>		
Fees:	Equipment Configuration Fee: Waived		
Fees payable pursuant to Section 4 in connection with Service Termination/ Suspension	<p>Equipment disconnection fee: \$25/Unit</p> <p>Storage Fee: \$10/month/Unit</p> <p>Reinstatement fee: \$25/Unit</p> <p>Equipment Recycle fee: \$25/Unit decommissioned or disposed of during the term</p>		

Order Term. Subject to acceptance by Provider, the term of this Order shall commence on the **Commencement Date** and continue until the third anniversary of the Commencement Date (the “**Initial Term**”), unless sooner terminated (i) by Provider, as provided above, (ii) by mutual agreement of the parties, or (iii) pursuant to Section 4 of the Agreement. Unless earlier terminated, this Order shall automatically renew for successive 12-month renewal terms (“**Renewal Term**”) unless terminated during a renewal term as set forth in the Agreement.

Fees. Client shall pay the fees provided for in this Order. The Fees for Services will be determined initially by reference to the Assumed power consumption per Unit of each deployed Unit, multiplied by the Hosting-Services Rate (each as set forth above in this Order). Subsequent invoices will contain any additional charges incurred by Client and adjustments resulting from any differences between the Fees for Services invoiced in the preceding month and the Fee for Services based on Provider’s determination of power utilized by Client during that month, as well as any adjustments to Provider’s estimate of power to be utilized by Client in the upcoming month. Fees for Services for each month shall be paid in advance, in accordance with Section 3 of the Agreement.

Third Party Code. Client shall indemnify, defend and hold harmless Provider and its affiliates, stockholders, directors, officers, employees, subcontractors and invitees from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising from or relating to Client’s installation or use of any non-standard software or firmware in connection with the Client Equipment. Notwithstanding any contrary provisions in the Agreement, if Client requests or suggests changes to Provider’s products or services, absent a separate custom development agreement Client grants Provider the right to incorporate such changes or suggestions into Provider’s products and services without restriction.

Purchase/Delivery/Installation Schedule for Units: Provider will procure the 3,105 Units referenced above from the manufacturer. The Client shall bear any, and all costs and expenses associated with shipping, importing, and transporting the Units to the Facility as provided above. Client will pay \$9,094.96 for 1,805 Units and \$8,398.95 for the remaining 1,300 Units. Client will pay estimated 7% tax as listed above. Client will pay for Units including the estimated tax and hosting prepayments (total \$30,459,590.45) in four installments as referenced above. Estimated tax collected and not remitted, if any, will be applied to future hosting fees or refunded to Client in the event Provider exercises its right not to host the Units. Client will execute any necessary power of attorney and other documents required by customs broker to enable shipment of the Units to a Core Facility on Client’s behalf. Any and all taxes with respect to the purchase of the equipment will be the responsibility of Client.

Client agrees and confirms that:

- (i) It has clean title to the client equipment and has not entered into any agreement that would interfere with Provider’s exercise of its remedies under section 4.d of the Agreement;
- (ii) Neither Client nor Client’s customers will use the Services for any illegal activity; and
- (iii) Neither Client nor its customers are subject to any sanctions imposed by the Office of Foreign Asset control of the U.S. Department of the Treasury.

****Client agrees to replace sold, damaged and other inoperable Units within 60 days to maintain the aggregate number of Units subject to this Amended Order. Additional equipment may be added to this Order at the Hosted Services Rate provided upon the mutual agreement of Provider and Client.**

Warranty: Provider does not make and hereby disclaims all warranties with respect to the Units. Provider shall initiate warranty claims with Unit manufacturer. Provider cannot and does not guarantee that warranty claims will be accepted by manufacturer.


Client agrees and confirms that:

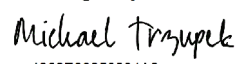
- (i) It has clean title to the Client Equipment and has not entered into any agreement that would interfere with Provider’s exercise of its remedies under section 4.d of the Agreement;

DocuSign Envelope ID: 71743902-6489-4F47-AED5-4804D8AC29BF

- (ii) Neither Client nor Client's customers will use the Services for any illegal activity; and
- (iii) Neither Client nor its customers are subject to any sanctions imposed by the Office of Foreign Asset control of the U.S. Department of the Treasury.

****Client agrees to replace sold, damaged and other inoperable Units within 60 days to maintain the aggregate number of Units subject to this Order. Additional equipment may be added to this Order at the Hosted Services Rate provided upon the mutual agreement of Provider and Client.**

DocuSigned by:

 By: _____
8BE841AB5133466...
GEM Mining & LLC, "Client"
 Name: Zeb Portanova
 Title: Manager
 Date: 7/9/2021

DocuSigned by:

 By: _____
4963E00350804A6...
Core Scientific, Inc., "Provider"
 Name: Michael Trzupke
 Title: CFO
 Date: 7/9/2021